**Annexure I**

**K/W-1**

# Bengaluru East City Corporation

No: EE/DNK/CGND/TEND/06/2025-26

Office of the Executive Engineer
Doddanekkundi Division, Zone-1
RHB Colony, Mahadevapura, Bangalore-48
Dated: 20.02.2026.

## CORRIGENDUM-I

Sub: Corrigendum of Tender Notification No. BECC/EE/DNK/TN/06/2025-26, Dt: 05.02.2026.

****

Due to Technical Reasons, in this tender notification time schedule and EMD is modified & the revised time schedule and EMD is as follows;

| Sl no | Name of the Work | Estimate Cost | EMD (in Rs.) | Category |
|---|---|---|---|---|
| 1 | Renovation of Veterinary office Building in Bengaluru East City Corporation in Garudacharpalya in ward no.100 | 14.80 | 37000/- | Others |

Calendar of events:.

- Pre bid meeting will be held on Dated:23.02.2026 at 2.00 PM
- Last date for Tender Queries & Clarifications is on: 24.02.2026 Upto 2.00 PM
- Last date for submission of tender documents on or before: 27.02.2026 upto 4.00 PM
- Technical Bids will be opened on the website (https://www.kppp.karnataka.gov.in/) in the office of the Executive Engineer, Doddanekkundi division on 02.03.2026 at 4.30 PM
- Financial Bids will be opened on the website https://www.kppp.karnataka.gov.in/ in the office of the Executive Engineer, Doddanekkundi division on 03.03.2026 at 4.00 PM
- Validity of Tenders 90 Day's.

Except for the above said changes there is no change in any of the Terms and Conditions of Tender Notification.

-Sd-
Executive Engineer
Doddanekkundi, Zone-1, BECC

Copy Submitted to:

1. Hon'ble Chief Commissioner, GBA for kind information.
2. Hon'ble Special Commissioner (Finance), GBA for kind information.
3. Hon'ble Commissioner, Bengaluru East City Corporation, GBA for kind information.
4. Hon'ble Additional Commissioner (Development) for kind information
5. Chief Engineer, Zone-1, Mahadevapura, BECC for kind information.
6. Chief Public Relation Officer, GBA with a request to take need full action to publish the same in any two leading daily news papers (in Kannada and English),
7. Office Copy.
8. Copy to all Division EE's to Publish in their Notice Boards
9. IT Cell to Publish in BECC Website
10. Notice Board

Executive Engineer
Doddanekkundi, Zone-1, BECC

# Bengaluru East City Corporation

## Office of the Executive Engineer, Doddanekkundi Division, opposite to Phoenix mall, ITPL main road, Mahadevapura, Bengaluru – 560 048

**TENDERS FOR THEWORK OF**

## Renovation of Veterinary office Building in Bengaluru East City Corporation in Garudacharpalya in ward no.100

| | |
|---|---|
| LASTDATEANDTIME FOR RECEIPT OF TENDERS | : 13-02-2026 Upto 4:00 P.M |
| TIMEAND DATE OF OPENING OF TENDERS[1] | : 16-02-2026 at 4.30 P.M |
| PLACE OF OPENING OF TENDERS | : 17-02-2026 at 4.00 P.M Executive Engineer Office Doddanekkundhi Division |
| ADDRESS FOR COMMUNICATION | : Office of the Executive Engineer, Doddanekkundhi Division, ITPL Main road, Opposite Phoenix mall, |

K/W- Works/Opentender/Itemrate/Less

Mahadevapura.

*

Note:**TheFootnotesarefortheGuidanceoftheTenderInvitingAuthority(TIA)toprepare the documents properly. All the Foot notes should be deleted in the Final Text.**

[1]Should bethe sameas forthe deadline forreceipt oftenders orpromptly thereafter.

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# Bengaluru East City Corporation

Office of the Executive Engineer, Doddanekkundi Division, opposite to Phoenix mall, ITPL main road, Mahadevapura, Bengaluru – 560 048

No: BECC/EE/DNK/TN/06/2025-26

Dated: 05-02-2026

The Executive Engineer, Doddanekkundi Division invites **Item Rate** tenders from eligible tenderers for the work details in the table given below. The Tenderers shall be registered in CPWD/KPWD /Railways /MES / any State or Central Govt. organization. Tender documents may be downloaded from Government of Karnataka e-Procurement website https://kppp.karnataka.gov.in/eportal/index.seam under login for Contractors:

Tenders must be accompanied by earnest money deposit which should be paid online through KPP portal using any of the following payment modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), and Over the Counter (OTC). Tenders must be electronically submitted (on-) within the date and time published in KPP portal. Tenders will be opened at prescribed time and date line through internet in the KPP portal, in the presence of the Tenderers who wish to attend at the office of the undersigned.

**Cost of Tender form in Rs : As Per Kpp portal**

TABLE

| Sl no | Name of the Work | Est.Cost (in Lakhs.) | EMD (in Rs.) | Category |
|---|---|---|---|---|
| 1 | Renovation of Veterinary office Building in Bengaluru East City Corporation in Garudacharpalya in ward no.100 | 14.80 | 37000/- | Others |
| 2 | Improvement to roads and drains at Vinayaka layout 1st to 7th Cross Roads in Doddanekundi Ward No.101 (3rd Call) | 30.00 | 30000/- | Category -2(A) |
| 3 | Providing allied work in Basavanna Nagara Samudhaya Bhavana in Hoody ward no.98.(4th Call) | 25.00 | 50000/- | Others |

**Calendar of events:**

1. Last date of submission queries : 10-02-2026 within 2.00 P.M
2. Last Date & Time for receipt of tenders : 13-02-2026 Upto 4:00 P.M.
3. Date & Time for Opening Technical bid : 16-02-2026 at 4.30 P.M
4. Date & Time for Opening Financial bid : 17-02-2026 at 4.00 P.M
5. Validity of Tenders : 90 Days

Bid document may be referred for other terms and conditions and any Corrigendum/Addendum will be published & notified only through http://kppp.karnataka.gov.in.in or Contact KPP Portal.

Executive Engineer
Doddanekkundi Division

**Copy Submitted to:**

K/W–1 Works/Opentenders/Itemrate/

1. Hon'ble Chief Commissioner, GBA for kind information.
2. Hon'ble Special Commissioner (Finance), GBA for kind information.
3. Hon'ble Commissioner, Bengaluru East City Corporation, GBA for kind information.
4. Hon'ble Additional Commissioner (Development) for kind information
5. Chief Engineer, Zone-1, Mahadevapura, BECC, GBA for kind information.
6. Chief Public Relation Officer, GBA with a request to take need full action to publish the same in any two leading daily news papers (in Kannada and English),
7. Office Copy.
8. Copy to all Division EE's to Publish in their Notice Boards
9. IT Cell to Publish in BECC Website
10. Notice Board

## SECTION 1: INVITATION FOR TENDERS (IFT)

Date: IFTNo.:

1. The.....invites tenders fromeligible tenderers, registeredin [2],for theconstructionofworksdetailedin theTablebelow.Thetenderersmaysubmittendersforanyorallofthe works given in the Table.

2. Tenderdocumentsmaybe purchasedfromtheoffice of.....from .....to.....,for a non-refundable fee (for twosets) as indicated in the Tablebelow, in the formof cash or DemandDraft/PayOrder onanyNationalized/Scheduledbankpayable at.....infavour of..... .....Interested tenders may obtain further information at the same address.Tender documents requested by mail will be dispatched by registered/speed post on payment of an extra amount of Rs. ..... The . ..... willnotbeheldresponsibleforthepostaldelayifany,inthedeliveryofthedocumentsornon-receipt of the same.

3. Tenders must be accompanied by earnest money deposit specified for the work in the Table below. Earnestmoneydepositwillhaveto bein anyoneoftheformsasspecified in theTenderdocumentand shall have to be valid for 45 days **beyond** the validity of the tender.

4. Tendersmust be deliveredto..... on or before. .....hours on .....(date) and willbe opened onthe same day at. hours, in the presence of the tenderers who wish to attend.Iftheofficehappenstobeclosedonthedateofreceiptofthetendersasspecified,thetenderswillbe received and opened on the next working day at the same time and venue.

5. Otherdetailscanbeseenin thetenderdocuments.

**TABLE**

| Package No. | Name of work | Approximate value of work (Rs.) | Earnest Money Deposit | Cost of document (Rs.) | Period of completion |
|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |

Seal of office

[2]NameoftheOrganization/Department

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## A. General

### 1. Scope of Tender

The.....[3](ReferredtoasEmployerinthesedocuments)invitestendersfrom Contractors registered in.....[4],fortheconstruction ofworks(asdefinedin these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders(IFT).Thetenderersmaysubmittendersforanyoralloftheworksdetailed in thetablegiven in IFT.

### 2. EligibleTenderers

Tenderersshallnotbeunderadeclarationofineligibilityforcorruptandfraudulentpracticesis suedby the Government of Karnataka
**Tendersfrom Joint ventures are not acceptable.**

### 3. Tender capacity:

EligibleTendererswillbequalified onlyiftheiravailabletendercapacityismorethan thetotaltender value. The available tender capacity will be calculated as under:

**Assessed available tendercapacity = ( A*N*1.5 - B )**

where

A= Maximumvalueofcivilengineeringworksexecutedin anyoneyearduringthelastfiveyears *(updatedto————[5]pricelevel)*takingintoaccountthecompletedaswellasworksinprogress.
N= Numberof yearsprescribed forcompletionof theworksfor whichTendersare invited.
B= Value,at————[6]pricelevel,ofexistingcommitmentsandon-goingworkstobecompleted during the next. [7]years.

***Note:*** *The statements showing the value of existing commitments and on-going worksas well as the stipulatedperiodofcompletionremainingforeachoftheworkslistedshouldbecou ntersignedby the Employer in charge, not below the rank of an Executive Engineer or equivalent.*

Eventhoughthetenderersmeettheabovecriteria,theyaresubjectto bedisqualifiedifthey have:

- mademisleadingorfalserepresentationsintheforms,statementsandattachme ntssubmittedin proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, notproperlycompleting the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participatedin thepreviousTenderforthesameworkandhadquotedunreasonablyhightender prices and could not furnish rational justification.

## B. Tender documents

### 4. Content of Tender documents

ThesetoftenderdocumentsshallhavealltheSectionsgivenin Page2: Boththesetsshouldbecompletedandreturnedwith thetender.

[3]TenderInvitingAuthority
[4]NameoftheOrganization/Department
[5]FYinwhichthetendersare invited
[6]FYinwhichthetendersare invited
[7]Periodforcompletionofworkforwhichthetendersareinvited.

**5. Amendment of Tender documents**

Beforethedeadlineforsubmissionoftenders,theEmployermaymodifythetenderdocume ntsby issuing addenda.

Anyaddendumthusissuedshallbepartofthetenderdocumentsandshallbecommunicatedinw riting or by cable to all the purchasers of the tender documents.

Togiveprospectivetenderersreasonabletimeinwhichtotakeanaddendumintoaccou ntinpreparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

**C. Preparationof Tenders**

**6. Documents comprising the Tender**

ThetendersubmittedbytheTenderershallcomprisethefollowing:

(a) TheTender(intheformatindicatedin Section3).
(b) EarnestMoneyDeposit;
(c) PricedBillof Quantities;
(d) QualificationInformationFormandDocuments;

andanyothermaterialsrequiredtobecompletedandsubmittedbytenderersinaccorda ncewiththese instructions. **The documents listed under Sections 3, 5 and 8shall be filled in without exception.**

**7. Tender prices**

Thecontractshallbeforthewholeworksasdescribed in Sub-Clause1.1,based on thepriced Billof Quantities submitted by the Tenderer.

The Tenderershallfillinratesand pricesand lineitemtotal(both in figuresand words)forallitemsof the Works described in the Bill of Quantities along with total tender price (both in figures and words). *Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.*

Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

Allduties,taxes,andotherleviespayablebythecontractorunderthecontract,orforan yothercause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

TheratesandpricesquotedbytheTenderershallbefixedforthedurationoftheContra ctandshall not be subject to adjustment on any account.

**8. Tendervalidity**

Tendersshallremain valid foraperiodnotlessthan ninetydaysafterthedeadlinedatefortender submission specified in Clause 12.A tender valid for a shorter period shall be rejected by theEmployer as non-responsive.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the tenderers may extend the period of validity for a specified additional period.The request and the tenderers' responses shall be made in writing or by cable.A tenderer may refuse the request without forfeiting his earnest money deposit.A tenderer agreeing to the request will not be required or permitted to modifyhistender,butwillberequired to extend thevalidityofhisearnestmoneydeposit for a period of the extension, and in compliance with Clause 9 in all respects.

**9. Earnest money deposit**

The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column

4oftheTableofIFTforthisparticularwork.Thisearnestmoneydepositshallbein cashor may be in the form of Banker’s cheque/ Demand draft/Pay Order, in favour of .....
…….payable at……orspecifiedSmallSavingsInstruments[8]pledgedto ……..

[8]ReferClause12(1)ChapterIVofKTPPRules2000.

Instrumentshavingfixedvalidityissuedasearnestmoneydepositforthetendershallbevalid for45 days **beyond** the validity of the tender.

Anytendernotaccompaniedbyanacceptableearnestmoneydepositandnotsecuredasindicatedin Sub-Clauses 9.1and 9.2 above shall be rejected by the Employer as non-responsive.

Theearnestmoneydepositofunsuccessfultenderers willbereturned within 30 daysoftheend ofthe tender validity period specified in Sub-Clause 8.1.

TheearnestmoneydepositofthesuccessfulTendererwillbedischargedwhentheTenderhassigned the Agreement and furnished the required Performance Security.

Theearnestmoneydepositmaybeforfeited:

(a) iftheTenderer withdrawsthe Tenderaftertenderopeningduring theperiod oftender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; or

(c) inthecaseofasuccessfulTenderer,iftheTendererfailswithinthespecifiedtimelimitto

(i) signtheAgreement;or

(ii) furnishtherequiredSecuritydeposit

## 10. Formatand signingof Tender

The Tenderer shall prepare one original and a copy of the documents comprising the Tender as describedinClause6ofthese*InstructionstoTenderers*,boundwith thevolumecontainingtheForm of Tender, and clearly marked "**ORIGINAL**" and "**COPY"**as appropriate.In the event of discrepancy between them, the original shall prevail.

Theoriginaland acopyoftheTendershallbetyped orwritten in indelibleink and shallbesigned bya person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

TheTendershallcontainnoalterationsoradditions,exceptthosetocomplywithinstructionsissuedby the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

## D. Submission of Tenders

## 11. Sealingandmarkingof tenders

The Tenderer shallsealthe originaland a copyof the Tender in separate envelopes, dulymarking the envelopesas"**ORIGINAL**"and"**COPY**".Theseenvelopes(calledasinnerenvelopes)shallthenbe put inside one outer envelope.

The**inner and outer** envelopes shall

(a) beaddressedtotheEmployeratthefollowingaddress:

.....

.....

(insertaddressofofficeforTendersubmission),and

(b) bearthefollowingidentification:

- Tender for.....[nameof contract]
- Tender Reference No.....[insert number]
- DONOTOPEN BEFORE.....[timeanddatefortenderopening,perClause15]

In addition to the identification required in Sub-Clause 11.2, the inner envelopes shall indicate the nameandaddressoftheTenderertoenablethetenderto bereturnedunopenedin caseitisdeclared late, pursuant to Clause 13.

Iftheouterenvelopeisnotsealedandmarkedasabove,theEmployerwillassumenoresponsibilityfor the misplacement or premature opening of the Tender.

## 12. Deadlineforsubmissionofthe Tenders

TendersmustbereceivedbytheEmployerattheaddressspecifiedabovenolaterthan.
.....
[9]Intheeventofthespecifieddateforthesubmissionoftendersbeing declaredaholidayfortheEmployer,thetenderswillbereceiveduptotheappointedtimeonthen ext working day.
The Employer may extend the deadline for submission of tenders by issuing an amendment in accordancewithClause5,inwhichcaseallrightsandobligationsoftheEmployerandt heTenderers previously subject to the original deadline will then be subject to the new deadline.

## 13. Late Tenders

AnyTenderreceivedbytheEmployerafterthedeadlineprescribedinClause12willberetu rned unopened to the Tenderer.

## 14. ModificationandWithdrawalofTenders

Tenderersmaymodifyorwithdrawtheir Tendersbygivingnoticein writingbeforethedeadline prescribed in Clause 12.
EachTenderer'smodificationorwithdrawalnoticeshallbeprepared,sealed,marked,anddeli veredin accordance with Clause 10 & 11, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.
NoTendermaybemodifiedafterthedeadlineforsubmissionofTenders.
Withdrawalor modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 8.1 above or as extended pursuantto Clause8.2mayresultin theforfeitureoftheearnestmoneydepositpursuantto Clause9.
Tenderersmayonlyofferdiscountsto,orotherwisemodifythepricesoftheir Tendersbysubmi tting Tender modifications in accordance with this clause, or included in the original Tender submission.

## E. Tenderopeningandevaluation

## 15. Tender opening

TheEmployerwillopenalltheTendersreceived(exceptthosereceivedlate),includingmodific ations made pursuant to Clause 14, in the presence of the Tenderers or their representatives who choose to attend at hours on the date and the place specified in Clause 12. In the event of the specified dateofTenderopening being declared aholidayfortheEmployer,theTenderswillbeopened atthe appointed time and location on the next working day.
Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 14 shall not be opened.
Subsequentlyallenvelopesmarked“**MODIFICATION**”shallbeopenedandthesubmi ssionstherein read out in appropriate detail.
The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, the presence or absence of Tender security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.NoTender shall be rejected at Tender opening except for the late Tenders pursuant to Clause 13.Tenders [and modifications] sentpursuant to Clause 14 that are notopened and read outat Tender opening will notbeconsidered forfurtherevaluation regardlessofcircumstances.Lateand withdrawn Tenderswill be returned un-opened to Tenderers.
TheEmployershallprepareminutesoftheTenderopening,includingtheinformationdi sclosedto those present in accordance with Sub-Clause 15.3.

**16. Process to be confidential**

Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendationsfortheawardofacontractshallnotbedisclosedto Tenderersoranyotherpersons

[9]Inserttimeanddate;thisshouldbethesameasthosegivenin theInvitationforTenders

not officially concerned with such process until the award to the successful Tenderer has been announced.AnyeffortbyaTendererto influencetheEmployer'sprocessingofTendersoraward decisions may result in the rejection of his Tender.

**17. Clarificationof Tenders**

To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The requestforclarificationandtheresponseshallbeinwritingorbycable,butnochangein thepriceor substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 19.

Subjectto sub-clause17.1,noTendershallcontacttheEmployeron anymatterrelating to itsTender from the time of the Tender opening to the time the contract is awarded.If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

AnyeffortbytheTendererto influencetheEmployerin theEmployer’sTenderevaluation,Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

**18. Examination of Tenders and determination of responsiveness**

Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender (a) meetstheeligibilitycriteriadefinedinClause2; (b)hasbeenproperlysigned;(c)isaccompaniedby the required earnest money deposit and; (d) is substantially responsive to the requirements of the Tender documents.

A substantially responsive Tender is one which conforms to all the terms, conditions, andspecificationsoftheTenderdocuments,withoutmaterialdeviationorreservation. Amaterialdeviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affectunfairlythecompetitivepositionofotherTendererspresentingsubstantiallyresponsiveTenders.

If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequentlybemaderesponsivebycorrectionorwithdrawalofthenonconforming deviationor reservation.

**19. Correction of errors**

TendersdeterminedtobesubstantiallyresponsivewillbecheckedbytheEmployerforanyarithmetic errors. Errors will be corrected by the Employer as follows:

(a) wherethereisadiscrepancybetweentheratesin figuresand in words,theloweroftheTwo will govern; and

(b) wherethereisadiscrepancybetweentheunitrateandthelineitemtotalresultingfrom multiplying the unit rate by the quantity, the unit rate as quoted will govern.

The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shallbe considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 9.6 (b).

**20. EvaluationandcomparisonofTenders**

TheEmployerwillevaluateandcompareonlytheTendersdeterminedtobesubstantiallyrespo nsivein accordance with Clause 18.

InevaluatingtheTenders,theEmployerwilldetermineforeachTendertheevaluatedTenderP riceby adjusting the Tender Price as follows:

(a) makinganycorrectionforerrorspursuantto Clause19;and

(b) makingappropriateadjustmentstoreflectdiscountsorotherpricemodificat ionsofferedin accordance with Sub Clause 14.5.

The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements oftheTenderdocumentsorotherwiseresultin unsolicitedbenefitsfortheEmployershallnotbetaken into account in Tender evaluation.

## F. Awardof Contract

### 21. Awardcriteria

Subjectto Clause22,theEmployerwillaward theContractto theTendererwhoseTenderhasbeen determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

### 22. Employer's right to accept any Tender and to reject any or all Tenders

Notwithstanding Clause 21, the Employer reserves the right to accept or reject any Tender, and to cancelltheTenderprocessandrejectallTenders,atanytimepriorto theawardofContract,without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

### 23. Notificationof award and signing of Agreement

The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expirationoftheTendervalidityperiodbycable,telexorfacsimileconfirmed byregistered letter.This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will statethe sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

Thenotificationofawardwillconstitutetheformationofthe Contract,subjectonlytothefurnish ingof a performance security in accordance with the provisions of Clause 24.

The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will bekept ready for signature of the successful Tenderer in the office of Employer within 30 days followingthenotificationofawardalongwiththeLetterofAcceptance.Within20daysof receipt,the successful Tenderer will sign the Agreement and deliver it to the Employer.

UponthefurnishingbythesuccessfulTendererofthe Securitydeposit,theEmployerwillpro mptly notify the other Tenderers that their Tenders have been unsuccessful.

### 24. Security deposit

Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the EmployeraSecuritydepositin anyoftheformsgivenbelowforanamountequivalentto 10%ofthe Contract price :

- Cash or
- Banker’scheque/Demanddraft,/PayOrderin favourof.....payable at or
- SpecifiedSmallSavingsInstrumentspledgedto.....

TheSecuritydepositiffurnishedin cashordemanddraftcan,ifrequested,beconvertedto interest bearing securities at the cost of the contractor.

FailureofthesuccessfulTendererto complywith therequirementsofSub-Clause24.1 shallconstitute sufficient grounds for cancellation of the award and forfeiture of

the earnest money deposit.

**25. Corrupt or Fraudulent practices**

TheGOKrequiresthattheTenderers,observethehigheststandardofethicsduringtheprocurement and execution of such contracts.In pursuance of this policy, GOK :

(a) willrejectaproposalforawardifitdeterminesthattheTendererrecommendedf orawardhas engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) willdeclareafirmineligible,eitherindefinitelyorforastated period oftime,to beawarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

Furthermore,TenderersshallbeawareoftheprovisionstatedIn sub-clause43.2oftheConditionsof Contract.

## SECTION 3: FORMS OF TENDER, AND QUALIFICATION INFORMATION

**TABLE OF FORMS:**

- **FORM OF TENDER**
- **QUALIFICATION INFORMATION**
- **LETTER OF ACCEPTANCE**
- **NOTICE TO PROCEED WITH THE WORK**
- **AGREEMENT FORM**

## Form of Tender

Description of the Works:_____

_____

_____

_____[10]

**Tender**

To :_____

Address:_____

_____[11]

GENTLEMEN,

We offer to execute the Works described above inaccordance with the Conditionsof Contract accompanying this Tender for the Contract Price of _ *[in figures]* ( )*[in letters]*.[12]

ThisTenderandyourwrittenacceptanceofitshallconstituteabindingcontractbetweenus.We understandthat you are not bound to accept the lowest or any Tender you receive.

Weundertakethat,incompetingfor(and,iftheawardismadetous,inexecuting)theabovecontract,we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

WeherebyconfirmthatthisTendercomplieswith theTendervalidityandEarnestmoneydepositrequiredby the Tender documents.

Weattachherewithourcurrentincome-taxclearancecertificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:_____

Name of Tenderer

_____ Address: ----------

---

---

_____

[10] Tobefilled inbytheEmployerbeforeissueoftheTender document

[11] TobefilledinbytheEmployerbeforeissueoftheTender document

[12] To befilled in bytheTenderer,togetherwith hisparticularsand dateofsubmission atthebottomoftheForm of Tender

## QualificationInformation

The information to be filled in by the Tenderer hereunderwill be used for purposes of computing Tender capacityasprovided forin Clause3oftheInstructionsto Tenderers.Thisinformation willnotbeincorporated in the Contract.

Constitutionorlegalstatusof Tenderer [Attachcopy]

AgencyinwhichRegistered(withRegistrationNo.) _____
(Attach Copy)

Principalplaceofbusiness: _____

Totalvalueofcivilengineering construction works executed and payments received in the last five years (inRs.Lakhs)[14]

2000 - 01[13]_____
2001 - 02_____
2002 - 03_____
2003 - 04_____
2004- 05_____

Information on worksforwhich Tendershavebeen submitted and workswhich areyettobecompleted as on the date of this Tender.

(A) Existingcommitmentsandon-goingworks:

| Description of Work (1) | Place & State (2) | Contract No. &Date (3) | Name and Address ofEmployer (4) | Value of Contract (Rs.lakhs) (5) | Stipulated periodof completion (6) | Value of works[15] remainingtobe completed (Rs.lakhs) (7) | Anticipated dateof completion (8) |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

(B) Works for whichTenders already submitted:

| Description of Work (1) | Place & State (2) | Nameand Address of Employer (3) | Estimated valueof works (Rs.lakhs) (4) | Stipulated periodof completion (5) | Date when decisionis expected (6) | Remarks ifany (7) |
|---|---|---|---|---|---|---|
| | | | | | | |

1.4.

Name,address,andtelephone,telex,andfaxnumbersoftheTenderers'bankerswhomay provide references if contacted by the Employer.

---

[13]Changetheyearsappropriately
[14]AttachCertificatefromCharteredAccountant
[15]AttachCertificatesfromEngineers–in-Charge

**Letter of Acceptance**
(letterheadpaperoftheEmployer)

_____[date]

To:
[nameand address of the Contractor]

Dear Sirs,

This is to notifyyou thatyour Tender dated ____ for execution of the _____ [nameofthecontractandidentificationnumber,asgivenin theInstructionsto Tenderers]fortheContractPrice of Rupees ——_____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit, in the form detailed in Para 24.1 of ITT for an amountofRs.———————— within20daysofthereceiptofthisletterofacceptancevalidupto30daysfromthe date of expiry of Defects Liability Period i.e. up to.....and sign the contract, failing which action as stated inPara24.3 ofITTwillbetaken.

Yoursfaithfully,

Authorized Signature

NameandTitleofSignator

y Name of Agency

---

**Issue of Notice to proceed with the work**

(letterhead of the Employer)

———— (date)

To

————————————————(name andaddress ofthe Contractor)

——————————————————

——————————————————

Dear Sirs:

Pursuantto yourfurnishingtherequisiteSecuritydepositasstipulatedin ITTClause24.1andsigningof the contract agreement for the construction of ———————[16] a Tender Price of Rs.———————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yoursfaithfully,

(Signature,nameandtitleofsignatoryauthorizedtosignonbehalfof Employer)

[16]GivethenameoftheContract

## Agreement Form

**Agreement**

This agreement, made the _____day of _____20_____,
between_____
_____[nameandaddressofEmployer]
(hereinaftercalled"theEmployer")oftheonepartand_____
_____
_____
[nameandaddressofcontractor] (hereinafter called "the Contractor") of the
other part.

WhereastheEmployerisdesirousthattheContractorexecute_____
_____
_____
[ name and identification number of Contract] (hereinafter called "the Works") and the
Employer has accepted
theTenderbytheContractorfortheexecutionandcompletionofsuchWorksandtheremedying
ofanydefects thereinat a contract price of Rupees.....

NOWTHIS AGREEMENT WITNESSETH asfollows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to themin theConditionsofContractthereinafterreferredto,andtheyshallbedeemedtoformandb eread and construed as part of this Agreement.
2. InconsiderationofthepaymentstobemadebytheEmployertotheContractorashereinaft ermentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. TheEmployerherebycovenantsto paytheContractorin considerationoftheexecutionandcompletionof the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. Thefollowingdocumentsshallbedeemedto formandbereadandconstruedaspartofthisAgreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor'sTender;
   iv) ContractData;
   v) Conditionsofcontract(includingSpecialConditionsofContract);
   vi) Specifications;
   vii) Drawings;
   viii) BillofQuantities;and
   ix) AnyotherdocumentlistedintheContractDataasformingpartofthecontract.

In
witnesswhereofthepartiestheretohavecausedthisAgreementtobeexecutedthedayandyea rfirstbefore written.

The Common Seal of _____
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said_____
_____

in the presence of:
Binding Signature ofEmployer _____
Binding Signature of Contractor
_____

# SECTION 4: CONDITIONS OF CONTRACT

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## Conditions of Contract

### A. General

### 1. Definitions

Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Tender.
**Compensation events** are those defined in Clause 34 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 38.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
**Days** are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
**Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.
**Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turnover to the Employer, as defined in the Contract Data.

### 2. Interpretation

In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.
The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letterof Acceptance, notice to proceed with the works

(3) Contractor’sTender
(4) Contract Data
(5) Conditionsof Contract
(6) Specifications
(7) Drawings
(8) Billofquantitiesand
(9) anyotherdocumentlistedintheContractDataasformingpartoftheContract.

**3. Law governing contract**

ThelawgoverningtheContractistheLaws ofIndiasupplantedbytheKarnatakaLocalActs.

**4. Employer'sdecisions**

Exceptwhereotherwisespecificallystated,theEmployerwilldecidecontractualmattersbetweenthe Employer and the Contractor .

**5. Delegation**

TheEmployermaydelegateanyofhisdutiesandresponsibilitiestootherpeopleafternotifying the Contractor and may cancel any delegation after notifying the Contractor.

**6. Communications**

Communicationsbetweenpartieswhicharereferredtointheconditionsareeffectiveonlywhenin writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

**7. Subcontracting**

TheContractormaysubcontractwith theapprovaloftheEmployerbutmaynotassigntheContract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

**8. Other Contractors**

TheContractorshallcooperateandsharetheSitewithothercontractors,publicauthorities, utilities, and the Employer.

**9. Personnel**

TheContractorshallemploythetechnicalpersonnel(ofnumberandqualifications)asmaybe stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.
IftheEmployeraskstheContractorto removeapersonwhoisamemberoftheContractor’sstaffor his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

**10. Employer’s and Contractor's risks**

TheEmployercarriestheriskswhichthisContractstatesareEmployer’srisks,andtheContractor carries the risks which this Contract states are Contractor’s risks.

**11. Employer's risks**

TheEmployerisresponsiblefortheexceptedriskswhichare(a)insofarasrebellion,riot commotion or disorderor (b) a cause due solely to the design of the Works, other than the Contractor’s design.

**12. Contractor'srisks**

Allrisks of loss of or damage to physicalpropertyand of personalinjuryand death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

**13. Queries about the Contract Data**

TheEmployerwillclarifyqueriesontheContractData.

**14. Contractor to construct the Works**

The Contractor shall construct the Works in accordance with the Specification andDrawings.

**15. The Works to be completed by the Intended Completion Date**

TheContractormaycommenceexecutionoftheWorkson theStartDateand completethembythe Intended Completion Date.

**16. Safety**

TheContractorshallbe responsibleforthe safetyofall activitiesonthe Site.

**17. Discoveries**

Anything of historical or other interest or of significant value unexpectedly discovered on the Site is thepropertyoftheEmployer.TheContractoristo notifytheEmployerofsuchdiscoveriesandcarry out the Employer's instructions for dealing with them.

**18. Possessionof the Site**

TheEmployershallgivepossessionofallpartsoftheSiteto theContractor.Ifpossessionofapartis not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

**19. Access to the Site**

The Contractor shall allow the Employer and any person authorized by the Employer access to the Site,toanyplacewhereworkinconnectionwiththeContractisbeingcarriedoutorisintendedtobe carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

**20. Instructions**

TheContractorshallcarryoutallinstructionsoftheEmployerwhich complywith theapplicablelaws where the Site is located.

**B. Time Control**

**21. Program**

WithinthetimestatedintheContractDatatheContractorshallsubmittotheEmployerforapproval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor mayrevisetheProgramandsubmititto theEmployeragainatanytime.ArevisedProgramisto show the effect of Variations and Compensation Events.

**22. Extension of the Intended Completion Date**

TheEmployershallextendtheIntendedCompletionDateifaCompensationEventoccur sora Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

The Employer shall decide whether and by how much to extend the Intended Completion Date within 21daysoftheContractoraskingtheEmployerforadecisionupontheeffectofaCompens ationEvent or Variation and submitting full supporting information.

**23. Delays ordered by the Employer**

TheEmployermayinstructtheContractorto delaythestartorprogressofanyactivitywithin the Works.

**24. Management meetings**

The Employer may require the Contractor to attend a management meeting. The business of a managementmeetingshallbetoreviewtheprogressachievedandtheplansforre mainingwork.

Theresponsibilityofthepartiesforactionstobetakenistobedecidedbytheemployereitherat the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

**C. QualityControl**

**25. Identifying defects**

The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found.SuchcheckingshallnotaffecttheContractor'sresponsibilities.TheEmployer mayinstructthe Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

**26. Tests**

If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whetheranyworkhasaDefectandthetestshowsthatitdoes,theContractorshallpayfor thetestand any samples. If there is no Defect the test shall be a Compensation Event.

**27. Correction of defects**

TheEmployershallgivenoticeto theContractorofanyDefectsbeforetheend oftheDefectsLiability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

EverytimenoticeofaDefectisgiven,theContractorshallcorrectthenotifiedDefectwithinthele ngth of time specified by the Employer’s notice.

**28. Uncorrected defects**

If the Contractor has not corrected a Defect within the time specified in the Employer’s

notice, the EmployerwillassessthecostofhavingtheDefectcorrected,andtheContractorwillpay thisamount.

## D. Cost Control

**29. BillofQuantities (BOQ)**

TheBOQshallcontainitemsfortheconstruction,installation,testing,andcommissioningwor ktobe done by the Contractor.
TheBOQisused to calculatetheContractPrice.TheContractorispaid forthequantityofthework done at the rate in the BOQ for each item

**30. Variations**

TheEmployershallhavepowerto ordertheContractorto doanyorallofthefollowingasconsidered necessary or advisableduring the progress of the work by him
(a) IncreaseordecreaseofanyitemofworkincludedintheBillofQuantities (BOQ);
(b) Omitanyitemofwork;
(c) Changethecharacterorqualityorkindofanyitemofwork;
(d) Changethelevels,lines,positionsanddimensionsofanypartofthework;
(e) Executeadditionalitemsofworkofanykindnecessaryforthecompletionoftheworks;and
(f) Changein anyspecifiedsequence,methodsortimingofconstructionofanypartofthework.

The Contractor shall be bound to carry out the work in accordance with any instructions in this connection,whichmaybegiventohiminwritingbytheEmployerandsuchalterationsha llnotvitiate or invalidate the contract.
VariationsshallnotbemadebytheContractorwithoutanorderinwritingbytheEmployer,pro vided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.
TheContractorshallpromptlyrequestin writingtheEmployerto confirmverbalordersandifnosuch confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer.

**31. Payments for Variations**

Paymentforincreaseinthequantitiesofan itemin theBOQup to 25%ofthatprovided in theBillof Quantities shall be made at the rates quoted by the Contractor.
Forquantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractorshallbepaid attherateentered in orderivedfrom,in theScheduleofRates(applicablefor the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.
If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the areaoftheworkandcurrentatthetimeofawardofcontract)andiffoundfeasiblethepay mentwould be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract
Ifthe rates foradditional, substituted oraltered itemof workcannot be determinedeither as at 31.1,
31.2or31.3above,theContractorshallberequestedto submithisquotationfortheitemssupported by analysis of the rate or rates claimed, within 7 days.
If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and makeachangetotheContractPricewhichshallbebasedonEmployer’sownforecastoft heeffectsof the Variation on the Contractor's costs.
ftheEmployerdecidesthattheurgencyofvaryingtheworkwouldpreventaquotationbeingg iven and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
UndernocircumstancestheContractorshallsuspendtheworkonthepleaofnon-settlementofrates for items falling under this Clause.

**32. Submission of bills for payment**

TheContractorshallsubmitto theEmployermonthlybillsofthevalueofthework completed lessthe cumulative amount paid previously.

The Employer shall check the Contractor's billand determine the value of the work executed which shallcompriseof(i)valueofthequantitiesoftheitemsin theBOQcompleted and (ii)valuation of Variations and Compensation Events.
TheEmployermayexcludeanyitempaidinapreviousbillorreducetheproportionofanyit em previously paid in the light of later information.

**33. Payments**

Paymentsshallbeadjustedfordeductionsforretention,otherrecoveriesin termsofthecontractand taxes, at source, as applicable under the law.The Employer shall pay the Contractor the within 60 days of submission of bill.
ItemsoftheWorksforwhich no rateorpricehasbeen entered in willnotbepaid forbytheEmployer and shall be deemed covered by other rates and prices in the Contract.

**34. Compensation events**

Thefollowing are Compensationeventsunless they arecaused by the Contractor:

(a) TheEmployerdoesnotgiveaccesstoapartoftheSitebytheSitePossessionD atestated in the Contract Data.
(b) TheEmployerordersadelayordoesnotissuedrawings,specificationsori nstructions required for execution of works on time.
(c) TheEmployerinstructstheContractorto uncoverorto carryoutadditionaltestsupon work which is then found to have no Defects.
(d) TheEmployergivesaninstructionfordealingwith anunforeseencondition,causedbythe Employer, or additional work required for safety or other reasons.
(e) TheeffectontheContractorofanyoftheEmployer’sRisks.
(f) TheEmployerunreasonablydelaysissuinga Certificateof Completion.
(g) OtherCompensationEventslistedintheContractDataormentionedintheContract.

If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended CompletionDateisextended.TheEmployershalldecidewhetherandbyhowmuchtheC ontractPrice shall be increased and whether and by how much the Intended Completion Date shall be extended.
As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the ContractPriceshallbeadjustedaccordingly.IftheContractor'sforecastisdeemedun reasonable,the Employer shall adjust the Contract Price based on Employer’s own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.
The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adverselyaffected bythe Contractor nothaving given earlywarning or nothaving cooperated with the Employer.

**35. Tax**

TheratesquotedbytheContractorshallbedeemedto beinclusiveofthesalesandothertaxesthatthe Contractor will have to pay for the performance of this Contract.The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

**36. Liquidated damages**

The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the

Intended Completion Date.The total amountofliquidateddamagesshallnotexceedtheamountdefinedintheContractData. TheEmployer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shallcorrectanyoverpaymentofliquidateddamagesbytheContractorbyadjustingth enextpayment of bill.

**37. Cost of repairs**

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and theendoftheDefectsCorrectionperiodsshallberemediedbytheContractorattheContractor'scostif the loss or damage arises from the Contractor's acts or omissions.

**E. Finishing the Contract**

**38. Completion**

TheContractorshallrequesttheEmployerto issueaCertificateofCompletionoftheWorksandthe Employer will do so upon deciding that the Work is completed.

**39. Takingover**

TheEmployershalltakeovertheSiteandtheWorkswithinsevendaysofissuingacertificateof Completion.

**40. Final account**

The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employershallissuewithin 90daysaschedulethatstatesthescopeofthecorrectionsoradditionsthat are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor andmake payment within 60 days of receiving the Contractor’s revised account.

**41. Asbuiltdrawings**

If“asbuilt”Drawings[17]arerequired,theContractorshallsupplythembythedatesstatedin the Contract Data.

IftheContractordoesnotsupplytheDrawingsbythedatesstatedin theContractData,ortheydonot receive the Employer’s approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

**42. Termination**

TheEmployerortheContractormayterminatetheContractiftheotherpartycausesafundamental breach of the Contract.

Fundamentalbreachesof Contractinclude, butshallnotbelimited tothe following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) theEmployerinstructstheContractortodelaytheprogressoftheWorksandthe instruction is not withdrawn within 60 days;

(c) TheContractorbecomesbankruptorgoesinto liquidationotherthanforareconstruction or amalgamation;

(d) apaymentdueto theContractorisnotpaid bytheEmployerwithin 90daysofthedateof the submission of the Bill by Contractor;

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breachofContractandtheContractorfailstocorrectitwithinareasonablep

eriodoftime determined by the Employer;

(f) theContractordoes notmaintain asecuritywhichis required;

[17]Completiondrawings

(g) the Contractor has delayed the completion of works bythe number of days for which the maximumamountofliquidateddamagescanbepaidasdefinedintheContractdata;and

(h) iftheContractor,in thejudgmentoftheEmployerhasengagedin corruptorfraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph : “corruptpractice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.“Fraudulent practice” means a misrepresentationoffactsinordertoinfluenceaprocurementprocessortheexecutionofa contracttothedetrimentoftheBorrower,andincludescollusivepracticeamongTenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non- competitive levels and to deprive the Borrower of the benefits of free and open competition.”

WheneitherpartytotheContractgivesnoticeofabreachofcontracttotheEmployerforacauseother than those listed under Sub Clause 42.2 above, the Employer shall decide whether the breach is fundamental or not.

NotwithstandingtheabovetheEmployermayterminatetheContractfor convenience.

If the Contract is terminated the Contractor shall stopworkimmediately,maketheSitesafeandsecure and leave the Site as soon as reasonably possible.

**43. Payment upon Termination**

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at sourceasperapplicablelawandlessthepercentagetoapplytotheworknotcompletedasindicatedin the Contract Data. Additional Liquidated Damages shall not apply.If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonablecostofremovalofEquipment,repatriationoftheContractor'spersonnelemployedsolely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate,less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

**44. Property**

AllmaterialsontheSite,Plant,Equipment,TemporaryWorksandWorksaredeemedto bethe property of the Employer,if the Contract is terminated because of a Contractor’s default.

**45. Release from performance**

If the Contract is frustratedby anyevent entirely outside the control of either the Employer or the ContractortheEmployershallcertifythattheContracthasbeenfrustrated.TheContractorshallmake the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

## F. Special Conditions of Contract

1. **Labour :**

TheContractorshall,unlessotherwiseprovidedin theContract,makehisownarrangementsforthe engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

TheContractorshall,ifrequired bytheEmployer,deliverto theEmployerareturn in detail,in such formand at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. **Compliance with labour regulations** :

Duringcontinuanceofthecontract,theContractorandhissubcontractorsshallabideat alltimesbyall existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations ornotifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit.The Employer shall also have right to recover from the Contractor anysum required or estimated to be required for making good the loss or damage suffered by theEmployer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employeesof the Employer at any point of time.

3. **Protection of Environment:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and toavoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passedornotificationthatmaybeissuedin thisrespectin futurebytheStateorCentralGovernmentor the local authority.

*[AddotherClausesspecifictotheworkforwhichtendersare invited.]*

## SECTION 5: CONTRACT DATA

**Items marked "N/A" do not apply in this Contract.**

| | **Clause Reference** |
|---|---|
| Thefollowingdocumentsarealsopartofthe Contract: | |
| TheEmployeris: | |
| Name: _____ | [1.1] |
| Address: _____ | |
| Name of authorized Representative:_____ | |
| Thenameandidentificationnumberofthe Contractis _____ | |
| [insertnameandnumberasindicatedin theInvitationforTenders]. | [1.1] |
| The Works consistof ---------- [briefsummary,includingrelationshiptoothercontractsunderthe Project]. | |
| Thestart date shall be the date of issueof notice to proceed with the work. | [1.1] |
| TheIntendedCompletionDateforthe whole of the Works is .....[18] | |
| [15,22] The following documents also form part of the Contract: | [2.2] |
| _____ | |
| _____ | |
| _____ | |
| TheSitePossessionDateis:[19] | [18] |
| The Site is located at _____ | [1.1] and is defined in |
| drawings nos. _____ | |
| _____ | |
| TheDefectsLiabilityPeriodis_____ days.[20] | [27] |
| Theliquidateddamagesforthewholeoftheworksare Rs.————————————(amount)perday[21] | [36] |

[18]Atthetimeofpreparationofthetenderdocumentgivetheperiodrequiredforcompletionofwork.Whenthe Agreement is drawn after award of the contract, the dates can be put in.
[19]Atthetimeofpreparationofthetenderdocumentgivetheperiodaftertheissueofworkorder, whenthesite would be made available to the contractor for example 'one week after the issue of work order'.
[20]The period should depend upon the period required for testing of the work. In case of building itcould be 12 months (passing of one rainy season); for pipe laying work,

tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal which ever is lower; roads and highways passing of one monsoon (12 months)

[21]Theamountisusuallycomputedonthebasisof0.1%thecontractpriceperday.Theamountha sto be specified asa round figure nearest to the hundred.

The maximum amount of liquidated damages for the whole of the works

[36] is ten percent of final contract price.

Thedatebywhich “as-built”[22]drawings(inscale…)in 2setsarerequirediswithin 30daysofissue of certificate of completion .. [41]

Theamountto bewithheld forfailingto supply“as built”[23]drawings bythedate requiredis Rs._____ [41]

Thefollowing eventsshall alsobe fundamentalbreach ofthe contract : [42.2]

1. Thecontractorhas contravenedSub-clause 7.1andClause 9of CC.

Thepercentageto applyto thevalueoftheworknotcompletedrepresentingtheEmployer's[43.1] additional cost for completing the Works shall be 30[24] percent.

[22]Completiondrawings
[23]Theamountshouldbesufficientto getthecompletiondrawingspreparedbyalternativeagencyin casethe contractor fails to

submit.
[24]Changeifneedbe.Itshouldbesufficienttogetthebalanceworkscompletedbyalternative agency.

## SECTION 6: SPECIFICATIONS

## SECTION 7: DRAWINGS

## SECTION 8: BILL OF QUANTITIES

| | | | | Rate (Rs) | | |
|---|---|---|---|---|---|---|
| Sl.No. | Description of item (withbriefspecification andreferencetoBook of specification) | Quantity | Unit | In figures | In words | Amount(Rs) |
| | | | | | | |
| | | **Total Tender Price(infigures)** | | | | |
| | | | **(inwords)** | | | |

**Note:**

(1) Item for which no rate or pricehas been entered in will not be paid for by the Employer when executed and shall be deemedcovered by the other rates and prices in the Bill of Quantities(refer:ITBClause7.2 and CC Clause 33.2).

(2) UnitratesandpricesshallbequotedbytheTenderer in Indian Rupees.

(3) Wherethereisadiscrepancybetweentherateinfiguresandwords,theratesinwordswillgovern. [ITB Clause 19.1(a)]

(4) Wherethereisadiscrepancybetweentheunitrateandthelineitemtotalresultingfrommultiplyingthe unit rate by quantity, the unit rate quoted shall govern [ITB Clause

19.1 (b)]

Finalpayment (11.6)